

Town of Washington

Door County

www.washingtonisland-wi.gov

(920) 847-2522
Fax (920) 847-2303

P.O. Box 220
Washington Island, WI 54246

Mr. Joel Gunnlaugsson
Town of Washington
P.O. Box 220
Washington Island, WI 54246

January 1, 2015

Re: Ann Maletzke, Main Road Property

This letter summarizes the agreement approved recently by the Town of Washington for use of a portion Main Road property currently owned by Ann Maletzke, P.O. Box 114, Washington Island, WI. Ms Maletzke agrees that the Town can use the northwest corner of her property (as marked on the attached diagram) under the following conditions:

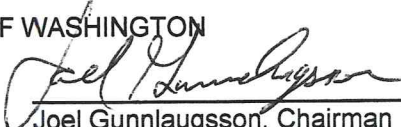
1. The Town's use would be related to "special events" connected with the Town's baseball diamonds and the hauling of waste to the FAST System over the existing driveway. The Town's use of Ms Maletzke's property would be considered temporary and limited to the time period January 1, 2015, through March 31, 2015.
2. The Town's use of the property would be non-exclusive and limited to ingress and egress. No barriers, fences or structures could be erected and no driveway could be altered or added without Ms Maletzke's prior written consent
3. Ms Maletzke would be listed as an additional named insured under the Town's liability policy for all uses connected with Town activities. It is understood that coverage for Ms Maletzke under the Town's policy would include coverage for Ms Maletzke for all claims relating to the Town's activities, regardless of whether the claim relates to an occurrence that happens on the portion of the Maletzke property used by the Town or any other portion of the Maletzke property. (For example, if someone is injured while crossing over the remainder of the Maletzke property while attempting to get to or from the Town's property or the portion of the Maletzke property used by the Town, then the Town's policy would insure Ms Maletzke for the claim).
4. The Town would pay Ms Maletzke the sum of \$825 no later than March 31, 2015.

If this agreement is acceptable, then both the Town and Ms Maletzke should indicate their approval in the space provided below.

APPROVED:

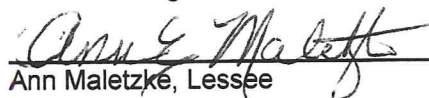
TOWN OF WASHINGTON

BY:


Joel Gunnlaugsson, Chairman

2-6-15

Date


Ann Maletzke, Lessee

2-11-15

Date

SLATKY, WOLSKE & MEHN

ATTORNEYS AT LAW

510 MAIN STREET

P.O. BOX 146

KEWAUNEE, WISCONSIN 54216-0146

WILLIAM J. WOLSKE
KEITH A. MEHN

TELEPHONE
(920) 388-2333

GLENN J. SLATKY, 1925 - 1999

www.slatkywolskemehn.com

January 20, 2015

Town of Washington
Attn.: Valerie Carpenter,
Clerk/Treasurer
910 Main Road
P.O. Box 220
Washington Island, WI 54246

Re: Mountain Tower

Dear Valerie:

Enclosed is the original *Amendment to Indemnification Agreement* which I received today from Attorney Rohan and which was signed by Juliette B. Nelson on January 9, 2015.

You should add this to the next Town meeting agenda, and upon approval by the Town Board, you and Joel should each immediately date and sign where indicated in the presence of a Notary Public. The Notary Public should complete the appropriate section and affix the official seal, and then you return the document to this office in the enclosed self-addressed envelope.

You should be sure to keep a copy of the fully executed amendment for the Town's records and keep it in a safe place.

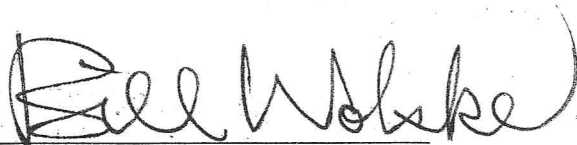
You may also want to provide a copy of this amendment to the Town's liability insurance provider for it to review with Joel.

Call me if you have any questions about this matter.

Sincerely,

SLATKY, WOLSKE & MEHN

By



William J. Wolske

WJW:srb/Enc.

AMENDMENT TO INDEMNIFICATION AGREEMENT

This Amendment to Indemnification Agreement (this "Amendment") is made effective as of August 15, 2014, between the Town of Washington, Door County, Wisconsin, a body corporate and politic organized under Chapter 60 of the laws of the State of Wisconsin, ("Indemnitor") and Juliette B. Nelson, a resident of the Commonwealth of Massachusetts ("Indemnitee") (collectively, the "Parties").

RECITALS

A. Effective July 8, 2014, Indemnitee and Indemnitor entered into an Indemnification Agreement (the "Agreement") regarding Indemnitor's use of a parcel of property identified as Tax Parcel No. 028-04-31343024 (the "Property").

B. The parties entered into the Agreement anticipating they would enter into a lease and an access agreement by August 15, 2014 to resolve issues regarding Indemnitor's use of the Property.

C. The parties have not come to terms regarding both the lease and the access agreement and desire to extend the term of the Agreement to allow additional time for them to come to terms regarding the lease and the access agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals True. The above referenced recitals are true and shall not be subsequently challenged by either party.

2. Term. Paragraph 5 of the Agreement is modified to extend the Term to the earlier of: (a) the date the parties enter into a lease and an access agreement of a portion of the Property required by Indemnitor and its invitees to enjoy the use of the Tower upon the Property; and (b) July 31, 2015. During the term of this Agreement, the parties shall make a diligent effort to negotiate and enter into a lease and an access agreement of a portion of the Property required by Indemnitor and its invitees to enjoy the use of the Tower upon the Property.

3. Entire Agreement. The Agreement, as modified by this Amendment, constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement relating to the subject matter of this Agreement between the Parties. This Agreement may be modified at any time in the sole discretion of Indemnatee, and Indemnitor agrees to promptly execute such modified written agreement. All provisions of the Agreement not modified by this Amendment remain in full force and effect.

4. Counterparts and Signatures. This Amendment may be signed in counterparts. Facsimile and electronic signatures shall have the same effect as original signatures.

[Signature and notarization pages follow.]

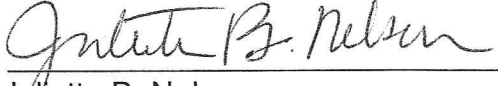
IN WITNESS WHEREOF, the parties have caused this Amendment to Indemnification Agreement to be signed effective the day and year first written above.

INDEMNITOR:

Town of Washington, Wisconsin

By: _____
Joel Gunnlaugsson, Town Chairman
Date: _____

INDEMNITEE:



Juliette B. Nelson
Date: 1/9/2015

By: _____
Valerie Carpenter, Town Clerk-Treasurer
Date: _____

STATE OF WISCONSIN)
DOOR) SS
COUNTY OF KEWAUNEE)

Personally came before me this ____ day of January, 2015, Joel Gunnlaugsson, Town Chairman, and Valerie Carpenter, Town Clerk-Treasurer of the Town of Washington, Wisconsin, to me known to be the persons who executed the foregoing instrument, and to me known to be the said Town Chairman and Town Clerk-Treasurer of the Town of Washington, and acknowledged that they executed the foregoing instrument as such officers and as the act of said corporation, by its authority.

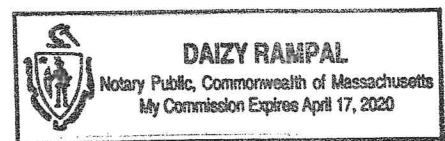
Notary Public, Wisconsin
My commission expires _____

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF ESSEX *Middlesex*)

Personally came before me this 9th day of January, 2015, the above-named Juliette B. Nelson, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Dennis Rangel
My commission expires _____

This instrument was drafted by:
Atty. Thomas V. Rohan
Davis & Kuelthau, s.c.
318 S. Washington Street, Suite 300
Green Bay, WI, 54301
(920) 435-9378



TOWN OF WASHINGTON

Resolution 2015-01
Election Tabulators Appointment
Wisconsin Statute 70.30 (3) (a)

STATE OF WISCONSIN }
Town of Washington }
Door County }

WHEREAS, The Town of Washington Board recognizes the need for election officials to utilize additional personnel, to assist and be under the direction of the election inspectors, in the counting of hand written ballots to more efficiently conduct elections after the close of the polls; and

WHEREAS, The Town of Washington Board may, by resolution, authorize the municipal clerk to select and employ tabulators for any election under Sec. 70.30 (3) (a) of Wis. Statutes,

NOW THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Washington that the clerk shall appoint election tabulators based upon the needs of each individual election, as determined by the clerk.

The town clerk shall properly post or publish this resolution as required under s. 60.80, Wis. stats., within 30 days of the below-noted adoption date.

Adopted this 13th day of January, 2015.

Joel Gunnlaugsson, Chairman

Attest: _____
Valerie Carpenter, Clerk

Adopted by Vote:

Ayes: _____ Nays: _____ Absent: _____

Resolution 2015-02
Amendment to Resolution 2013-20

Room Tax Funds

Whereas, the Town of Washington recognizes the value and importance of tourism and marketing for the Island,

Whereas, the Town of Washington receives monies from the Room Tax collected from the Tourism Zone Commission,

Whereas, the Town of Washington, uses the monies to offset expenses associated with operations of many items within the Town,

Whereas, currently the Town of Washington pays memberships to the Island Chamber of Commerce and gives money to off set brochure purchases

Whereas, the Town of Washington has paid a flat rate and is now being requested to modify to a percentage of room tax collections,

Whereas, the Washington Island Chamber of Commerce, is requesting alternate means of money allocation from the Town by a percentage of 50 % of annual room tax received,

Whereas, the Town of Washington will continue to pay \$4400.00 and begin to provide 50 % of all room tax received on a quarterly basis, as established by a mutually agreed payment schedule to yet be worked out.

Whereas, the Town of Washington will continue to provide mowing, maintenance, electricity and upkeep to the Welcome Center.

Whereas, the WI Chamber of Commerce will provide a member to serve on the DC Tourism Zone Commission as the Island's representative.

Whereas, this Resolution shall be in effect for one year from date of adoption at which time it will automatically renew unless either party requests a modification.

Now therefore, be it resolved that the Town of Washington does hereby agree to the preceding language of this resolution and provide such to the Island Chamber of Commerce.

Approved this 17th day of February, 2015

Joel Gunnlaugsson, Chairman

Liz Holmes, Supervisor

Randy Sorenson, Supervisor

Kirby Foss, Supervisor

John Rader, Supervisor

Valerie Carpenter, Clerk / Treasurer

Resolution 2013-20
Room Tax Funds

Whereas, the Town of Washington recognizes the value and importance of tourism and marketing for the Island,

Whereas, the Town of Washington receives monies from the Room Tax collected from the Tourism Zone Commission,

Whereas, the Town of Washington, uses the monies to offset expenses associated with operations of many items within the Town,

Whereas, currently the Town of Washington pays memberships to the Island Chamber of Commerce and gives money to off set brochure purchases

Whereas, the Town of Washington has paid a flat rate and is now being requested to modify to a percentage of room tax collections,

Whereas, the Washington Island Chamber of Commerce, is requesting alternate means of money allocation from the Town by a percentage of 50 % of annual room tax received,

Whereas, the Town of Washington will continue to pay \$4400.00 and begin to provide 50 % of all room tax received on a quarterly basis, as established by a mutually agreed payment schedule to yet be worked out.

Whereas, the Town of Washington will continue to provide mowing, maintenance, electricity and upkeep to the Welcome Center.

Whereas, this Resolution shall be in effect for one year from date of adoption at which time it will be re-evaluated for further action.

Now therefore, be it resolved that the Town of Washington does hereby agree to the preceding language of this resolution and provide such to the Island Chamber of Commerce.

Approved this 17th day of December, 2013

Joel Gunnlaugsson, Chairman

Liz Holmes, Supervisor

Randy Sorenson, Supervisor

Kirby Foss, Supervisor



DOOR COUNTY TOURISM ZONE COMMISSION
AND THE
TOURISM ZONE COMMISSION EXECUTIVE COMMITTEE
JOINT MEETING AGENDA

Thursday, December 18th, 2014 at 9:00 a.m.
Gibraltar / Fish Creek Fire Station
1495 County Road F

In order for everyone to hear the discussion please, turn off your cell phone. Thank you.

Call Meeting to Order

Deviations from the agenda order shown may occur.

	Accountant – Dianne Lensert				
	Assistant – Kim Roberts				
1	At Large – Mary Boston		13	Jacksonport – Elizabeth LeClair ★	
2	At Large – Dave Holtz ★		14	Liberty Grove – Frank Forkert	
3	Baileys Harbor – Bryan Nelson ★		15	Nasewaupee – Tom Olsen	
4	Clay Banks – Mike Johnson		16	Sevastopol – Chuck Tice	
5	Egg Harbor – Fred Anderson		17	Sister Bay – Zeke Jackson	
6	Egg Harbor – Josh Van Lieshout, Chair ★		18	Sister Bay – Nora Zacek	
7	Egg Harbor – Town – Jeff Larson		19	Sturgeon Bay – Bob Starr ★	
8	Egg Harbor – Town – Myles Dannhausen		20	Sturgeon Bay – Dennis Statz	
9	Ephraim – Vacant		21	Sturgeon Bay – Town – Richard Briggs	
10	Ephraim – Keith Krist		22	Union – Deb Jeanquart	
11	Gardner – Nancy Robillard		23	Washington – Vacant	
12	Gibraltar – Bill Weddig ★				
	Gibraltar – Dick Skare ★			Quorum – 12	

★ Denotes Executive Committee Member

Roll Call

Comments, correspondence and concerns from the public

Business Items

1. Approval of the Agenda
2. Approval of the Minutes of November 20, 2014 Executive Committee Meeting Minutes
3. Report by the Door County Visitor Bureau on marketing efforts
4. DCVB 2015 Strategic Plan Presentation
5. Report from Administrative Assistant on current activities, projects and issues associated with permitting new members
6. Discussion on the current comparable occupancy numbers
7. Consideration of approving reports and payables plus receipts to date
8. Report from Commissioners on feedback from local boards on recent issues
9. Approval of Financial Policy
10. Approval of 2015 Budget
11. Approval of KerberRose Engagement Letter.
12. **Consider motion to convene into Closed Session pursuant to Wisconsin State Statutes, Section 19.85(1)(a)(f) or (g) to conduct the Administrative Assistant annual review and to discuss employee compensation. To confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or likely to become involved; to wit: enforcement actions against lodging providers who have failed to obtain lodging permits and to timely remit monthly room tax report and tax payments.**
13. Consider a motion to reconvene into Open Session.
14. Correspondance
15. Consider a motion to take action, if required.

Adjournment

Public Notice

Questions regarding the nature of the agenda items or more detail on the agenda items listed above scheduled to be considered by the governmental body listed above can be directed to Josh Van Lieshout, Tourism Zone Commission Chairperson at 920-868-3334 or at jvanlieshout@villageofegg Harbor.org No

Resolution 2015-03

Access Agreement

Whereas, Jeff McDonald, local farmers needs access to farm fields adjacent to Town of Washington Airport Property,

Whereas, according to FAA and WisBOA, an agreement is recommended to allow access over Town property to access his farmland,

Whereas, a specific route utilizing the current road ways up between hangers will be granted for one access and the second access will be off the asphalt around the end of the SW run way never to actually encroach onto the runway, but to simply drive around on the grass the outer perimeter of the Town property to get to the west edge.

Whereas, this agreement will be in effect as long as Jeff McDonald continues to farm or current rules and regulations change from either the FAA or WisBOA to prohibit access over the Town Airport property.

Now therefore, be it resolved, that the Town of Washington grants access over the said parts of the Airport property as identified in this resolution to Jeff McDonald.

Adopted this 17th day of February, 2015

Joel Gunnlaugsson, Chairman

Liz Holmes, Supervisor

Randy Sorenson, Supervisor

John Rader, Supervisor

Kirby Foss, Supervisor

Valerie Carpenter, Clerk



Joel Gunnlaugsson <chairman@washingtonisland-wi.gov>

Airport utilization

6 messages

chairman@washingtonisland-wi.gov <chairman@washingtonisland-wi.gov>

Thu, Dec 11, 2014 at 2:35 PM

To: Howard - DOT Davis <Howard.Davis@dot.wi.gov>

Good afternoon Mr. Davis,

As I'm sure you can only imagine, the Town of Washington has been kinda lacks of rules and policies, but an issue has arose that needs clarity.

For decades, a local farmer has been transetting airport property to get to his farm land, and has been done harmlessly !

Recently, he was notified by our officer that he was not to be on the airport property at all because he's not a pilot ! Can you verify the action of the officer as lagit, or do I need to retract my officers actions and statements to the farmer.

This has obviously created heart burn and a headache for me as Town Chairman.

My question is ? What mechanisms are in place with BOA rules / regulations to continue to all access over the property to access farm land ?

I also sit on the Airport committee for DC Cherry Land so I'm also learning more and more be working with Keith down there.

Please assist me on this matter and what the Town needs to do to "keep the peace" but also to maintain compliency for airport operations.

Thanks,

Joel Gunnlaugsson
Town Chairman
Town of Washington

Sent from my iPhone

Davis, Howard - DOT <Howard.Davis@dot.wi.gov>

Thu, Dec 11, 2014 at 3:39 PM

To: "chairman@washingtonisland-wi.gov" <chairman@washingtonisland-wi.gov>

Hello Joel,

I'm happy to help.

Wisconsin Administrative Code TRANS 55.06 (4) requires the Town to adopt a local ordinance controlling vehicle and pedestrian traffic on the airport. Quickly looking online, I could not find a Town ordinance which addresses this. Perhaps I just missed it.

BOA and FAA do not have specific rules and regulations pertaining to the operation of vehicles on the airport. There is no state or federal law that says only pilots can be on airports. FAA Advisory Circular 150/5210-20 - Ground Vehicle Operations, provides recommended guidelines, but this document is not mandatory for your airport. What is mandatory, per your grant assurances, is to keep the airfield safe and not allow any activities which might interfere with aeronautical activity. BOA defers to the local airport owner to develop and enforce vehicular traffic rules that keep the airport safe.

So what does this mean for you...

First, I would recommend determining what your local ordinances say. If the farmer violated a local ordinance, then your officer was absolutely correct in their actions. If no local ordinance was violated, then the Town would have to decide whether or not to amend the existing ordinance to prevent future farmer use or to continue to allow the farmer access and not amend the ordinance.

As far as I'm concerned, I understand the need to keep the peace. While I don't necessarily recommend it, you could allow continued access so long as the farmer is not crossing any safety critical areas. If you do go this route, I would recommend entering into a written agreement with the farmer that specifies the exact route he will take, that the farmer is responsible to fix any damage to the airport, and reiterate that the Town can terminate the agreement at any time. I'd be happy to work with you on this agreement further if needed.

Hopefully this answers your question. If not, or if I can be of any further help, just let me know.

Hal

From: chairman@washingtontisland-wi.gov [chairman@washingtontisland-wi.gov]
Sent: Thursday, December 11, 2014 2:35 PM
To: Davis, Howard - DOT
Subject: Airport utilization
[Quoted text hidden]

Joel Gunnlaugsson <chairman@washingtontisland-wi.gov>
To: "Davis, Howard - DOT" <Howard.Davis@dot.wi.gov>

Thu, Dec 11, 2014 at 3:51 PM

Thanks for the reply.

Actually, the farmer never leaves the asphalt driveway coming in / off the property. as you may or may not know our airport layout, the access road into the airport comes directly off of a town road, make a left hook towards that hangers which are on both sides of the driveway.

He drives up that road (as if her was going to any of the hangers) continues off the blacktop immediately accessing his land and exiting off the property, never to interfere with any operations. I can assure you that any interference with aeronautical activity is not an issue !!

I don't believe we have any ordinances pertaining to this matter.

So then, in a nut shell, it sounds like I can inform this farmer and our officers that he can access his property as in the past.

Am I correct on that ?

Thank, for the input.

Joel
[Quoted text hidden]

Davis, Howard - DOT <Howard.Davis@dot.wi.gov>
To: Joel Gunnlaugsson <chairman@washingtontisland-wi.gov>

Fri, Dec 12, 2014 at 8:44 AM

Yes. I don't see a problem with the access from a BOA/FAA standpoint.

Hal

From: Joel Gunnlaugsson [mailto:chairman@washingtontisland-wi.gov]

Sent: Thursday, December 11, 2014 3:51 PM

To: Davis, Howard - DOT

Subject: Re: Airport utilization

[Quoted text hidden]

chairman@washingtontisland-wi.gov <chairman@washingtontisland-wi.gov>

To: "Davis, Howard - DOT" <Howard.Davis@dot.wi.gov>

Fri, Dec 12, 2014 at 8:53 AM

Thanks again. Happy holidays,
Joel

Sent from my iPhone

[Quoted text hidden]

Davis, Howard - DOT <Howard.Davis@dot.wi.gov>

To: "chairman@washingtontisland-wi.gov" <chairman@washingtontisland-wi.gov>

Fri, Dec 12, 2014 at 8:54 AM

You're welcome. Happy Holidays.

From: chairman@washingtontisland-wi.gov [mailto:chairman@washingtontisland-wi.gov]

Sent: Friday, December 12, 2014 8:53 AM

[Quoted text hidden]

[Quoted text hidden]

1/19/15

To: Town Chairman and Town Board,

I wish to cease working at the town landfill and, if a position exists, return to the Maritime Museum on or about Memorial Day or June 1st.

Thomas E. House